

BLANK ROME LLP
Attorneys for Plaintiff
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The Chrysler Building
New York, NY 10174
(212) 885-5000

JUDGE DANIELS

'09 CIV 8392

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

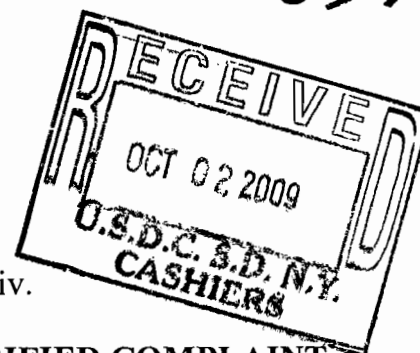
BOA OFFSHORE AS,

Plaintiff,

v.

OCEAN MEXICANA, S.A. de C.V.,

Defendant.



09 Civ.

VERIFIED COMPLAINT

Plaintiff BOA OFFSHORE AS ("Plaintiff"), as Owner of the M/V BOA ROVER, by its attorneys Blank Rome LLP, complaining of the above-named Defendant OCEAN MEXICANA, S.A. de C.V. ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction. The action is also brought pursuant to 9 U.S.C. § 8.

2. At all material times, Plaintiff was and now is a foreign company organized and existing under the laws of Norway.

3. At all material times, Defendant was and now is a corporation organized and existing by virtue of another foreign nation with an office at Paseo de la Reforma, 115 Pisoll, Col. Lomas de Chapultepec, Mexico, D.F.

THE BASIC FACTS

4. By a charter party dated on or about December 19, 2007 ("the Charter"), Plaintiff chartered the M/V BOA ROVER ("the Vessel") to Defendant for a period of five years. A copy is attached as Exhibit 1 to the accompanying Rule B affidavit ("Aff.")

5. Under the terms of the Charter, Defendant is required to pay Charter hire in the sum of USD "\$49,000.00 per day excluding fuel and lubs and any taxes/surcharges."

6. Plaintiff performed all obligations required of it under the terms of the Charter, but Defendant, wrongfully and in breach of its obligations, failed to pay outstanding Charter hire in the sum of \$14,258,729.35, which remains unpaid, despite due demand. A copy of the Account's Receivable Statement is annexed as Exhibit 2.

7. The Charter is subject to English law and London arbitration. Plaintiff has or shortly will demand arbitration. This action is expressly filed without prejudice to that right of arbitration.

COUNT I

RULE B RELIEF

8. Plaintiff repeats paragraphs 1 through 7 as if fully set forth herein.

9. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its English attorneys' fees and arbitrators' fees

which are routinely awarded in London arbitration and no security for Plaintiff's claim has been posted by Defendants or anyone acting on its behalf to date.

10. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A. On the principal claim	\$14,258,729.35
B. Estimated Recoverable English Lawyers and Arbitrators' Fees & "Costs"	\$200,000.00
C. Interest over the course of 3 years at prime rate average of 6% per annum:	\$855,523.76
TOTAL:	\$15,314,253.11

11. Defendants cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction consisting of cash, funds, freight, hire, and/or credits in the hands of garnishees in this District, including but not limited to electronic fund transfers and/or CHIPS credits, because Defendant conducts business internationally in U.S. Dollars, and all electronic fund transfers are processed by intermediary banks in the United States, primarily in New York.

12. Plaintiff's belief that Defendant's property may be found in this District is based on the fact that Defendant has previously made payments to Plaintiff in U.S. dollars, as required by the provisions of the Charter.

13. The named garnishee banks participate in the CHIPS system in New York to send U.S. dollar wire transfers between banks in the United States and through the world.

14. Accordingly, Plaintiff believes that some assets of Defendant in U.S. dollars EFTs will be transferred through intermediary CHIPS banks, including the named garnishee banks.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That since Defendant cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee, which are due and owing to Defendant up to the amount of **\$15,314,253.11** to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That since it appears that the U.S. Marshal's Service lacks sufficient staff to effect service of process of Maritime Attachment and Garnishment promptly or economically, and that since appointing a person over 18 years of age and who is not a party to this action will result in substantial economies in time and expense, such a person be appointed pursuant to Fed.R.Civ.P. 4(c) to serve process of Maritime Attachment and Garnishment in this action.

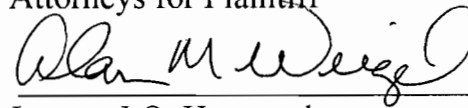
D. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

E. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY
October 2, 2009

Respectfully submitted,
BLANK ROME LLP
Attorneys for Plaintiff

By

A handwritten signature in black ink, appearing to read "Alan M. Weigel", is written over a horizontal line.

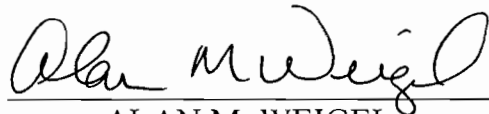
Jeremy J.O. Harwood
Alan M. Weigel
405 Lexington Avenue
New York, NY 10174
Tel.: (212) 885-5000

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Alan M. Weigel, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and associated with the firm of Blank Rome LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.


ALAN M. WEIGEL

Sworn to before me this
2nd day of October, 2009



Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Expires in New York County
Commission Expires

NOV 30, 2009


EXHIBIT 1

Issued by The Documentary Committee of
The Baltic and International Maritime Council (BIMCO), Copenhagen
(First edition published 1975)
REVISED 1990

Printed by BIMCO's Idea

Adopted by
International Support Vessel Owners'
Association (ISVOA), London

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The Baltic and International Maritime Council (BIMCO), Copenhagen
September 1999

1. Place and date Trondheim, 19.12.2007		UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89"		 PART I	
2. Owners/Place of business (full style, address and telex/telefax no.) (Cl. 1(a)) Boa Offshore AS Pir II, 13A, Kai 9 7010 Trondheim Norway		3. Charterers/Place of business (full style, address and telex/telefax no.) (Cl. 1(a)) Ocean Mexicana, S.A. de C.V. Part of Blue Marine Group			
4. Vessel's name (Cl. 1(a)) Boa Rover		5. Date of delivery (Cl. 2(a)) In direct continuation from present 12 months firm period in the contract dated 02.08.2006.		6. Cancelling date (Cl. 2(a) and (c)) N/A	
7. Port or place of delivery (Cl. 2(a)) Port in US Gulf or any port in Mexican water in the Gulf of Mexico in Owners option.		8. Port or place redelivery/notice of redelivery (Cl. 2(d)) Port in US Gulf in Owners option. (i) Port or place of redelivery 90 days (ii) Number of days' notice of redelivery			
9. Period of hire (Cl. 1(a)) 5 years		10. Extension of period of hire (optional) (Cl. 1(b)) 4 x 180 days at Charterers operations (i) Period of extension 90 days for each extension period. Additional extensions to be mutually agreed by the Parties. (ii) Advance notice for declaration of option (days)			
11. Automatic extension period to complete voyage or well (Cl. 1(c)) N/A (i) Voyage or well (state which) 20 days or the time taken for demob of Charterer's equipment installed onboard. (ii) Maximum extension period (state number of days)		12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i)) N/A (i) Lump sum N/A (ii) When due			
14. Early termination of charter (state amount of hire payable) (Cl. 26(a)) Remaining hire period at contractual rate. Only exemption: the Charterers have the option to terminate this time charter party at the end of the first 3 months, if working permission is not granted a penalty of 1 millions dollars will be paid to Owners, by giving a 30 days notice.		15. Number of days' notice of early termination (Cl. 26(a)) 90 days		16. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 26(a)) N/A	
		13. Port or place of mobilisation (Cl. 2(b)(ii)) Mexican Safe port or US safe port to be mutually agreed.			

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"SUPPLYTIME 89" UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS

PART I

17. Area of operation (CL 5(a)) World wide.		18. Employment of vessel restricted to (state nature of service(s)) (CL 5(n)) Transport of all types of oilfield equipment, subsea services incl. diving and ROV and associated duties as directed by Charterer but always within the vessel's capabilities and capacities.	
19. Charter hire (state rate and currency) (CL 10(a) and (d)) USC .../day excl. fuel and lubs and any taxes/surcharges		20. Extension hire (if agreed, state rate) (CL 10(b)) 5% yearly increase in hire rate.	
21. Invoicing for hire and other payments (CL 10(d)) (i) state whether to be issued in advance or arrears 2 months in advance (ii) state to whom to be issued if addressee other than stated in Box 2 Boa Offshore AS (iii) state to whom to be issued if addressee other than stated in Box 3 N/A		22. Payments (state mode and place of payment; also state beneficiary and bank account) (CL 10(e)) As per instruction on Owners invoice(s). Payment monthly in advance.	
23. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (CL 10(e)) 30 days after invoice received by fax/e-mail		24. Interest rate payable (CL 10(e)) 12% p.a.	25. Maximum audit period (CL 10(f)) N/A
26. Meals (state rate agreed) (CL 5(c)(ii)) To be supplied and served by Charterers at Charterers account.	27. Accommodation (state rate agreed) (CL 5(c)(ii)) See box. 26.	28. Mutual Waiver of Recourse (optional, state whether applicable) (CL 12(d)) Clause 12 to apply	
29. Sublet (state amount of daily increment to charter hire) (CL 17(b)) N/A		30. War (state name of countries) (CL 19(e)) According to list of declared war zones.	
31. General average (place of settlement - only to be filled in if other than London) (CL 21) London		32. Breakdown (state period) (CL 26(b)(vi)) 14 days	
33. Law and arbitration (state CL 31(a) or 31(b) or 31(c), as agreed; if CL 31(c) agreed also state place of arbitration) (CL 31) English law, arbitration London.		34. Numbers of additional clauses covering special provisions, if agreed 3 (cl. 37, 38(addendum 1), 39(addendum 2))	

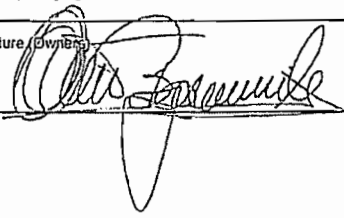
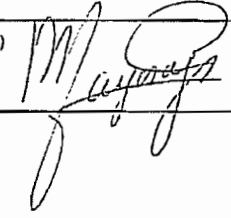
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"SUPPLYTIME 89" UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS

PART I

35. Names and addresses for notices and other communications required to be given by the Owners (Cl. 20) TBA	36. Names and addresses for notices and other communications required to be given by the Charterers (Cl. 20) TBA
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It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is optional and shall only apply if expressly agreed and stated in Box 26.

Signature (Owners) 	Signature (Charterers) 
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ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated



INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) Marine Hull Insurance. - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.

- (2) Protection and Indemnity (Marine Liability) Insurance. - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$5 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towage liability (unless carried elsewhere).

- (3) General Third Party Liability Insurance. - Coverage shall be for:
Bodily Injury per person
Property Damage per occurrence.

- (4) ~~Workmen's Compensation and Employer's Liability Insurance for Employees~~. - ~~Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.~~

- (5) ~~Comprehensive General Automobile Liability Insurance~~. - ~~Covering all owned, hired and non-owned vehicles, coverage shall be for:~~

~~Bodily Injury According to the local law.~~
~~Property Damage In an amount equivalent to~~
~~single limit per occurrence.~~

- (6) ~~Such other insurances as may be agreed.~~

ANNEX "C" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated



AGREEMENT FOR MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(Optional, only applicable if stated in Box 20 in PART I)

This Agreement is made between the Owners and the Charterers and is premised on the following:

- (a) The Charterers and the Owners have entered into a contract or agreement dated as above regarding the performance of work or service in connection with the Charterers' operations offshore ("Operations");
- (b) The Charterers and the Owners have entered into, or shall enter into, contracts or agreements with other contractors for the performance of work or service in connection with the Operations;
- (c) Certain of such other contractors have signed, or may sign, counterparts of this Agreement or substantially similar agreements relating to the operations ("Signatory" or collectively "Signatories"); and
- (d) The Signatories wish to modify their relationship at common law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

In consideration of the premises and of execution of reciprocal covenants by the other Signatories, the Owners agree that:

1. The Owners shall hold harmless, defend, indemnify and waive all rights of recourse against the other Signatories and their respective subsidiary and affiliate companies, employees, directors, officers, servants, agents, invitees, vessel(s), and insurers, from and against any and all claims, demands, liabilities or causes of action of every kind and character, in favour of any person or party, for injury to, illness or death of any employee of or for damage to or loss of property owned by the Owners (or in possession of the Owners by virtue of an arrangement made with an entity which is not a Signatory) which injury, illness, death, damage or loss arises out of the Operations, and regardless of the cause of such injury, illness, death, damage or loss even though caused in whole or in part by a pre-existing defect, the negligence, strict liability or other legal fault of other Signatories.
2. The Owners (including the Vessel) shall have no liability whatsoever for injury, illness or death of any employee of another Signatory under the Owners' direction by virtue of an arrangement made with such other Signatory, or for damage to or loss of property of another Signatory in the Owners' possession by virtue of an arrangement made with such other Signatory. In no event shall the Owners (including the Vessel) be liable to another Signatory for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.

3. The Owners undertake to obtain from their insurers a waiver of rights of subrogation against all other Signatories in accordance with the provisions of this Agreement governing the mutual liability of the Signatories with regard to the Operations.
4. The Owners shall attempt to have those of their sub-contractors which are involved in the Operations become Signatories and shall promptly furnish the Charterers with an original counterpart of this Agreement or of a substantially similar agreement executed by its sub-contractors.
5. Nothing contained in this Agreement shall be construed or held to deprive the Owners or the Charterers or any other Signatory as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where the Owners or the Charterers or any other Signatory may seek an indemnity under the provisions of this Agreement as against each other in respect of a claim brought by a third party, the Owners or the Charterers or any other Signatory shall seek to limit their liability against such third party.
6. The Charterers shall provide the Owners with a copy of every counterpart of this Agreement or substantially similar agreement which is executed by another Signatory pertaining to the Operations, and shall, in signing this, and in every counterpart of this Agreement, be deemed to be acting as agent or trustee for the benefit of all Signatories.
7. This Agreement shall inure to the benefit of and become binding on the Owners as to any other Signatories on the later of the date of execution by the Owners and the date of execution of a counterpart of this Agreement or a substantially similar agreement by such other Signatory pertaining to the Operations.
8. Any contractor, consultant, sub-contractor, etc., performing work or service for the Charterers or another Signatory in connection with the Operations which has not entered into a formal contract for the performance of such work or service may nevertheless become a Signatory by signing a counterpart of this Agreement or a substantially similar agreement which shall govern, as to the subject of this Agreement, the relationship between such new Signatory and the other Signatories and also by extension its relations with the Charterers.
9. This Agreement may be executed in any number of counterparts or substantially similar agreements as necessary but all such counterparts shall together constitute one legal instrument.

PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

1. Period
- (a) The Owners stated in Box 2 let and the Charterers stated in Box 3 hire the Vessel named in Box 4, as specified in ANNEX "A" (hereinafter referred to as "the Vessel"), for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.
- (b) Subject to Clause 10(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).
- (c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).
2. Delivery and Redelivery
- (a) *Delivery*. - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.
- (b) *Mobilisation*. - (i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of mobilisation charge in consideration of the Owners giving delivery at the port or place stated in Box 7. The mobilisation charge shall not be affected by any change in the port or place of mobilisation from that stated in Box 13.
- (ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.
- (c) *Cancelling*. - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if despite the exercise of due diligence by the Owners, the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5, and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.
- (d) *Redelivery*. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).
- (e) *Demobilisation*. - The Charterers shall pay a lump sum without discount in the amount as stated in Box 16 by way of demobilisation charge which amount shall be paid on the expiration or on earlier termination of this Charter Party.
3. Condition of Vessel
- (a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A", attached hereto, and undertake to so maintain the Vessel during the period of service under this Charter Party.
- (b) The Owners shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong in good order and condition and, without prejudice to the generality of the foregoing, in every way fit to operate effectively at all times for the services as stated in Clause 5.
4. Survey
- The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel, any anchor handling and towing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.
5. Employment and Area of Operation
- (a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 10, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 17 which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment. Unless otherwise agreed, the Vessel shall not be employed as a diving platform.
- (b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained and paid by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.
- (c) *The Vessel's Space*. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:
- (i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation.
- (ii) Lawful cargo whether carried on or under deck.
- (iii) Explosives and dangerous cargo, whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.
- (iv) Hazardous and noxious substances, subject to Clause 12(g), proper notification and any pertinent regulations.
- (d) *Laying-up of Vessel*. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.
6. Master and Crew
- (a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.
- (ii) The Master shall sign cargo documents as and in the form presented, the same, however, not to be Bills of Lading, but receipts which shall be non-negotiable documents and shall be marked as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents signing, under the direction of the Charterers, those cargo documents or other documents inconsistent with this Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.
- (b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging

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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.	143 144 145 146	lubricants as on board and redelivered with sufficient bunkers to reach the next bunkering stage en route to her next port of call. The Charterers upon delivery and the Owners upon redelivery shall take over and pay for the bunkers and lubricants on board at the prices prevailing at the times and ports of delivery and redelivery.	209 210 211 212 213
(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.	147 148 149 150 151	10. Hire and Payments	214 215 216
(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.	152 153 154 155 156 157 158 159	(a) <u>Hire</u> . - The Charterers shall pay Hire for the Vessel at the rate stated in Box 19 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.	217 218 219 220 221 222 223
7. Owners to Provide	160	(b) <u>Extension Hire</u> . - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 20, be mutually agreed between the Owners and the Charterers.	224 225 226 227
(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and the rest of the mariner Crew provided by Owners, except for the transportation all Owners crew from the nearest port/helicopter airport to the vessel and from the vessel to the nearest port/helicopter airport which shall be paid and provided by Charterers; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine room stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratification certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.	161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181	(c) <u>Adjustment of Hire</u> . - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements or regulations governing the Vessel and/or its Crew or this Charter Party.	228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273
(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in Section 5(b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or unserviceable, other than as a result of the Owners' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.	182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206	(d) <u>Invoicing</u> . - All invoices shall be issued in the contract currency stated in Box 19. In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 21(a) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.	274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 7

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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

(i) the carriage of cargo as noted in <u>Clause 5(c)(ii)</u> and (iv);	281	arising out of or in connection with such loss, damage, liability, personal injury or death.	354
(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;	282	(c) <u>Consequential Damages</u> . - Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against, any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.	355
(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;	283	(d) <u>Limitations</u> . - Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.	356
(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;	284	(e) <u>Himalaya Clause</u> . - (i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters.	357
(v) detention or damage by ice;	285	(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective employees and their respective underwriters.	358
(vi) any act or omission of the Charterers, their servants or agents.	286	(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.	359
(b) <u>Liability for Vessel not Working</u> . - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.	287	(f) <u>Mutual Waiver of Recourse (Optional)</u> . - <i>only applicable if stated in Box 20, but regardless of whether this option is exercised the other provisions of Clause 12 shall apply and shall be paramount</i>	360
(c) <u>Maintenance and Drydocking</u> . - Notwithstanding sub-clause (a) hereof, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs including drydocking (hereinafter referred to as "maintenance allowance").	288	In order to avoid disputes regarding liability for personal injury or death of employees or for loss of or damage to property, the Owners and the Charterers have entered into, or by this Charter Party agree to enter into, an Agreement for Mutual Indemnity and Waiver of Recourse (in a form substantially similar to that specified in ANNEX "C") between the Owners, the Charterers and the various contractors and sub-contractors of the Charterers.	361
The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the purpose of such drydocking.	289	(g) <u>Hazardous and Noxious Substances</u> . - Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors, by the Charterers, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly or indirectly, as a result of the Vessel's carriage of any hazardous and noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.	362
During reasonable voyage time taken in transits between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance.	290		363
Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance.	291		364
In the event of less time being taken by the Owners for repairs and drydocking or, alternatively, the Charterers not making the Vessel available for all or part of this time, the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available.	292		365
Upon commencement of the Charter Period, the Owners agree to furnish the Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.	293		366
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PART II

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14. Insurance	426	The Owners shall have a lien upon all cargoes for all claims against the	498
(a)(i) The Owners shall procure and maintain in effect for the duration of this	427	Charterers under this Charter Party and the Charterers shall have a lien on the	499
Charter Party, with reputable insurers, the insurances set forth in ANNEX "B".	428	Vessel for all monies paid in advance and not earned. The Charterers will not	500
Policy limits shall not be less than those indicated. Reasonable deductibles	429	suffer, nor permit to be continued, any lien or encumbrance incurred by them	501
are acceptable and shall be for the account of the Owners.	430	or their agents, which might have priority over the title and interest of the	502
(ii) The Charterers shall upon request be named as co-insured. The Owners	431	Owners in the Vessel. Except as provided in Clause 12, the Charterers shall	503
shall upon request cause insurers to waive subrogation rights against the	432	indemnify and hold the Owners harmless against any lien of whatsoever	504
Charterers (as encompassed in Clause 12(e)(ii)). Co-insurance and/or	433	nature arising upon the Vessel during the Charter Period while she is under	505
waivers of subrogation shall be given only insofar as these relate to liabilities	434	the control of the Charterers, and against any claims against the Owners	506
which are properly the responsibility of the Owners under the terms of this	435	arising out of the operation of the Vessel by the Charterers or out of any	507
Charter Party.	436	neglect of the Charterers in relation to the Vessel or the operation thereof.	508
(b) The Owners shall upon request furnish the Charterers with certificates of	437	Should the Vessel be arrested by reason of claims or liens arising out of her	509
insurance which provide sufficient information to verify that the Owners have	438	operation hereunder, unless brought about by the act or neglect of the	510
complied with the insurance requirements of this Charter Party.	439	Owners, the Charterers shall at their own expense take all reasonable steps to	511
(c) If the Owners fail to comply with the aforesaid insurance requirements, the	440	secure that within a reasonable time the Vessel is released and at their own	512
Charterers may, without prejudice to any other rights or remedies under this	441	expense put up bail to secure release of the Vessel.	513
Charter Party, purchase similar coverage and deduct the cost thereof from	442		
any payment due to the Owners under this Charter Party.	443		
15. Saving of Life and Salvage	444	17. Sublet and Assignment	514
(a) The Vessel shall be permitted to deviate for the purpose of saving life at	445	(a) <u>Charterers</u> . - The Charterers shall have the option of subletting, assigning	515
sea without prior approval of or notice to the Charterers and without loss of	446	or loaning the Vessel to any person or company not competing with the	516
Hire provided however that notice of such deviation is given as soon as	447	Owners, subject to the Owners' prior approval which shall not be	517
possible.	448	unreasonably withheld, upon giving notice in writing to the Owners, but the	518
(b) Subject to the Charterers' consent, which shall not be unreasonably	449	original Charterers shall always remain responsible to the Owners for due	519
withheld, the Vessel shall be at liberty to undertake attempts at salvage, it	450	performance of the Charter Party and contractors of the person or company	520
being understood that the Vessel shall be off hire from the time she leaves	451	taking such subletting, assigning or loan shall be deemed contractors of the	521
port or commences to deviate and she shall remain off-hire until she is again	452	Charterers for all the purposes of this Charter Party. The Owners make it a	522
in every way ready to resume the Charterers' service at a position which is not	453	condition of such consent that additional Hire shall be paid as agreed	523
less favourable to the Charterers than the position at the time of leaving port	454	between the Charterers and the Owners having regard to the nature and	524
or deviating for the salvage services.	455	period of any intended service of the Vessel.	525
All salvage monies earned by the Vessel shall be divided equally between the	456	(b) If the Vessel is sublet, assigned or loaned to undertake rig anchor	526
Owners and the Charterers, after deducting the Master's, Officers' and Crew's	457	handling and/or towing operations connected with equipment, other than that	527
share, legal expenses, value of fuel and lubricants consumed, Hire of the	458	used by the Charterers, then a daily increment to the Hire in the amount as	528
Vessel lost by the Owners during the salvage, repairs to damage sustained, if	459	stated in Box 29 or pro rata shall be paid for the period between departure for	529
any, and any other extraordinary loss or expense sustained as a result of the	460	such operations and return to her normal duties for the Charterers.	530
salvage.	461	(c) <u>Owners</u> . - The Owners may not assign or transfer any part of this Charter	531
The Charterers shall be bound by all measures taken by the Owners in order	462	Party without the written approval of the Charterers, which approval shall not	532
to secure payment of salvage and to fix its amount.	463	be unreasonably withheld.	533
(c) The Owners shall waive their right to claim any award for salvage	464	Approval by the Charterers of such subletting or assignment shall not relieve	534
performed on property owned by or contracted to the Charterers, always	465	the Owners of their responsibility for due performance of the part of the	535
provided such property was the object of the operation the Vessel was	466	services which is sublet or assigned.	536
chartered for, and the Vessel shall remain on hire when rendering salvage	467		
services to such property. This waiver is without prejudice to any right the	468	18. Substitute Vessel	537
Vessel's Master, Officers and Crew may have under any title.	469	The Owners shall be entitled at any time, whether before delivery or at any	538
If the Owners render assistance to such property in distress on the basis of	470	other time during the Charter Period, to provide a substitute vessel, subject to	539
"no claim for salvage", then, notwithstanding any other provisions contained	471	the Charterers' prior approval which shall not be unreasonably withheld.	540
in this Charter Party and even in the event of neglect or default of the Owners,	472		
Master, Officers or Crew.	473	19. War	541
(i) The Charterers shall be responsible for and shall indemnify the Owners	474	(a) Unless the consent of the Owners be first obtained, the Vessel shall not be	542
against payments made, under any legal rights, to the Master, Officers	475	ordered nor continue to any port or place or on any voyage nor be used on	543
and Crew in relation to such assistance.	476	any service which will bring the Vessel within a zone which is dangerous as a	544
(ii) The Charterers shall be responsible for and shall reimburse the Owners	477	result of any actual or threatened act of war, war, hostilities, warfare	545
for any loss or damage sustained by the Vessel or her equipment by	478	operations, acts of piracy or of hostility or malicious damage against this or	546
reason of giving such assistance and shall also pay the Owners' additional	479	any other vessel or its cargo by any person, body or state whatsoever,	547
expenses thereby incurred.	480	revolution, civil war, civil commotion or the operation of International law, nor	548
(iii) The Charterers shall be responsible for any actual or potential spill,	481	be exposed in any way to any risks or penalties whatsoever consequent upon	549
seepage and/or emission of any pollutant howsoever caused occurring	482	the imposition of sanctions, nor carry any goods that may in any way expose	550
within the offshore site and any pollution resulting therefrom	483	her to any risks of seizure, capture, penalties or any other interference of any	551
whosoever it may occur and including but not limited to the cost of	484	kind whatsoever by the belligerent or fighting powers or parties or by any	552
such measures as are reasonably necessary to prevent or mitigate	485	government or rulers.	553
pollution damage, and the Charterers shall indemnify the Owners	486	(b) Should the Vessel approach or be brought or ordered within such zone, or	554
against any liability, cost or expense arising by reason of such actual or	487	be exposed in any way to the said risks, (i) the Owners shall be entitled from	555
potential spill, seepage and/or emission.	488	time to time to insure their interest in the Vessel for such terms as they deem	556
(iv) The Vessel shall not be off-hire as a consequence of giving such	489	fit up to its open market value and also in the Hire against any of the risks	557
assistance, or effecting repairs under sub-paragraph (ii) of this sub-	490	likely to be involved thereby, and the Charterers shall make a refund on	558
clause, and time taken for such repairs shall not count against time	491	demand of any additional premium thereby incurred, and (ii) notwithstanding	559
granted under Clause 11(c).	492	the terms of Clause 11 Hire shall be payable for all time lost including any loss	560
(v) The Charterers shall indemnify the Owners against any liability, cost	493	owing to loss of or injury to the Master, Officers, Crew or passengers or to	561
and/or expense whatsoever in respect of any loss of life, injury, damage	494	refusal by any of them to proceed to such zone or to be exposed to such risks.	562
or other loss to person or property howsoever arising from such	495	(c) In the event of additional insurance premiums being incurred or the wages	563
assistance.	496	of the Master and/or Officers and/or Crew and/or the cost of provisions and/	564
		or stores for deck and/or engine room being increased by reason of or during	565
		the existence of any of the matters mentioned in sub-clause (a) the amount of	566
		any additional premium and/or increase shall be added to the Hire, and paid	567
		by the Charterers on production of the Owners' account therefor, such	568
16. Lien	497		

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"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

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vessel pursuant to <u>Clause 18</u> .	700	written amendment signed by both parties.	769
(vi) <u>Force Majeure</u> . - If a force majeure condition as defined in <u>Clause 27</u> prevails for a period exceeding 15 consecutive days.	709		
(vii) <u>Default</u> . - If either party is in repudiatory breach of its obligations hereunder.	710	33. Severability Clause	770
Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due.	711	If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.	771
	712		772
	713		773
	714		774
27. Force Majeure	715	34. Demise	775
Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Owners' or the Charterers' employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.	716	Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers.	776
	717		777
	718	35. Definitions	778
	719	"Well" is defined for the purposes of this Charter Party as the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.	779
	720	"Offshore unit" is defined for the purposes of this Charter Party as any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipelaying or repair, exploitation or production.	780
	721	"Offshore site" is defined for the purposes of this Charter Party as the area within three nautical miles of an "offshore unit" from or to which the Owners are requested to take their Vessel by the Charterers.	781
	722	"Employees" is defined for the purposes of this Charter Party as employees, directors, officers, servants, agents or invitees.	782
	723		783
	724		784
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	727		787
28. Notices and Invoices	728	36. Headings	790
Notices and invoices required to be given under this Charter Party shall be given in writing to the addresses stated in <u>Boxes 21, 35 and 36</u> as appropriate.	729	The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.	791
	730		792
29. Wreck Removal	731		793
If the Vessel sinks and becomes a wreck and an obstruction to navigation and has to be removed upon request by any compulsory law or authority having jurisdiction over the area where the wreck is placed, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck.	732	37. Taxation Clause	
	733	The sums, rates and prices quoted in this Charter are based on the understanding that the revenue derived by Owners under this Charter does not include any foreign taxes, including without limitation, corporate income tax, withholding tax as applicable, personal income tax, social security, and other payroll tax, duty, levy or charge of any kind, assessed or imposed by any competent government authority or administrative body.	
	734	In the event that foreign taxes, based on this Charter, of any kind are levied or imposed on Charterers or Owners, or of the Owners personnel then and only if Owners evidence with official documentation that they can not credit the payment of foreign taxes against the taxes paid in their fiscal domicile, Charterer shall either pay such taxes directly or reimburse Owners the net amount of such taxes, providing Owners can demonstrate that he has paid such taxes. Owner is responsible for understanding and paying taxes in his own jurisdiction and those of personnel's residency or citizenship. The Charterer shall be responsible to continuously evaluate the use of the vessel under this Charter related to possible tax liabilities outside Owners jurisdiction.	
	735	Owners shall be liable to fulfill all administrative requirements of any competent government authority or administrative body, included but not limited to, registration and filing of documents as appropriate. Charterer shall contribute to obtain all necessary documentation regarding these requirements.	
	736	For the purpose of this article only, "tax" includes any tax, impost levy, duty, withholding, fee, stamp duty charge or other assessment in the nature of tax and any penalty or interest thereon and any other costs and charges whatsoever assessed or imposed by any competent government authority or administrative body in respect of this Charter, including any and all future taxes which replace, or are of comparable nature to those presently in force.	
30. Confidentiality	737		
All information or data obtained by the Owners in the performance of this Charter Party is the property of the Charterers, is confidential and shall not be disclosed without the prior written consent of the Charterers. The Owners shall use their best efforts to ensure that the Owners, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.	738		
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31. Law and Arbitration	744		
*) (a) This Charter Party shall be governed by English law and any dispute arising out of this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator that party shall appoint their arbitrator within 14 days, failing which the arbitrator already appointed shall act as sole arbitrator. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	745		
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*) (b) Should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The arbitrators shall be members of the Society of Maritime Arbitrators, Inc. of New York and the proceedings shall be conducted in accordance with the rules of the Society.	754		
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*) (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place stated in <u>Box 33</u> subject to the law and procedures applicable there.	761		
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(d) If <u>Box 33</u> in PART I is not filled in, sub-clause (a) of this Clause shall apply.	764		
*) (a), (b) and (c) are alternatives; state alternative agreed in <u>Box 33</u>	765		
32. Entire Agreement	766		
This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a	767		
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EXHIBIT 2

Ocean Mexicana S.A. de C.V. - due to Boa Offshore as of September 29, 2009

Invoice No.	Comment	USD	Due date/Pmt date	Curr. Date	Interest rate	BM allocation of uncollected payments ref. mail fm Gerardo R. dated 24.9.2009					
				9/29/2009	12.00%	5/7/2009	6/4/2009	6/4/2009	8/18/2009	8/31/2009	Balance
19643	Invoice	1,470,000.00	4/30/2008	517	249,859.73						1,470,000.00 ?
19713	Invoice	1,519,000.00	5/30/2008	487	243,206.47						1,519,000.00 ?
19855	Invoice	1,519,000.00	7/30/2008	426	212,743.23						1,519,000.00 ?
19960	Invoice	7,051.00	9/24/2008	370	857.71						7,051.00 ?
19961	Invoice	3,861.00	9/24/2008	370	469.67						3,861.00 ?
20010	Invoice	229,214.00	10/17/2008	347	26,149.24						229,214.00 ?
20072	Invoice	36,326.00	11/5/2008	328	3,917.24						0.00 OK
20071	Invoice	24,904.00	11/5/2008	328	2,685.54						0.00 OK
20069	Invoice	116,557.00	11/5/2008	328	12,569.00						0.00 OK
20070	Invoice	2,700.00	11/5/2008	328	291.16						0.00 OK
20107	Invoice	609.00	11/23/2008	310	62.07						205.20 only port payment?
20122	Invoice	300.00	12/5/2008	298	29.39						300.00 ?
20157	Invoice	77,654.00	12/19/2008	284	7,250.54						77,654.00 ?
20245	Invoice	1,519,000.00	2/4/2009	237	118,357.15						1,061,618.61 only port payment?
20287	Invoice	3,935.00	2/22/2009	219	283.32						3,935.00 ?
20319	Invoice	1,470,000.00	3/1/2009	212	102,456.99						0.20 OK
20406	Invoice	1,519,000.00	3/31/2009	182	90,890.30						857,190.34 only port payment?
20445	Invoice	1,470,000.00	4/30/2009	152	73,459.73						1,470,000.00 ?
N/A	Bank	-457,381.39	5/7/2009	145	-21,803.93						N/A OK
20512	Invoice	1,519,000.00	5/30/2009	122	60,926.47						1,519,000.00 ?
N/A	Bank	-322,619.66	6/4/2009	117	-12,409.81						N/A OK
20575	Invoice	1,519,000.00	7/2/2009	89	44,446.36						1,519,000.00 ?
20641	Invoice	1,470,000.00	7/30/2009	61	29,480.55						1,470,000.00 ?
20700	Invoice	1,519,000.00	9/13/2009	16	7,990.36						1,519,000.00 ?
N/A	Bank	-1,600,000.00	8/18/2009	42	-22,093.15						N/A OK
N/A	Bank	-200,000.00	8/31/2009	29	-1,906.85						N/A OK
Total balance principal		14,258,729.61									
				Acc. Interest	1,223,345.37						
						457,381.39	322,619.66	177,380.60	1,600,000.00	200,000.00	14,258,729.35
						0.00	0.00	0.26	0.00	0.00	
								immaterial error fm BM			

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New York, NY 10174
(212) 885-5000

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BOA OFFSHORE AS,

Plaintiff,

v.

OCEAN MEXICANA S.A. de C.V.,

Defendant.

09 Civ.

**AFFIDAVIT UNDER
SUPPLEMENTAL RULE B**

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

ALAN M. WEIGEL, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and I am associated with the firm of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant OCEAN MEXICANA S.A. de C.V., a corporation organized and existing by virtue of another foreign nation with an office at Paseo de la Reforma, 115 Pisoll, Col.

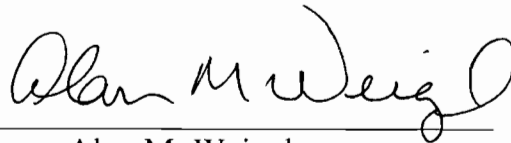
Lomas de Chapultepec, Mexico, D.F., pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.

3. Under my supervision, my office did an on-line search of the New York State Secretary of State, Division of Corporations and Transportation Tickler, telephone assistance in New York City and the internet Yellow Pages.

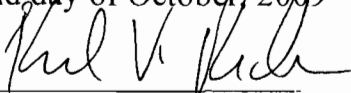
4. In our search, we did not find any listing or reference to defendant in this district or state. In the circumstances, I believe the defendants cannot be "found" within this district.

5. We have been advised that the U.S. Marshal's Service lacks sufficient staff to effect service of Process of Maritime Attachment and Garnishment promptly or economically. I respectfully request that the Court appoint Michael Watson, or any other person appointed by Blank Rome LLP who is over 18 years of age and is not a party to this action, to serve Process of Maritime Attachment and Garnishment and supplemental process on the garnishees named in Schedule A to the Order Directing Clerk to Issue Process of Maritime Attachment and Garnishment and Appointing Process Service, or upon any other or additional garnishees as may be named in any supplemental Process of Maritime Attachment and Garnishment.



Alan M. Weigel

Sworn to before me this
2nd day of October, 2009



Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Exp. in New York County
Commission Expires

900200.00001/6791834.v.1

Nov 30, 2009